Charles G. Watts, Inc. d/b/a Cream of the Crop *and* Fresh Fruit & Vegetable Workers, Local 78-B, United Food & Commercial Workers International Union, AFL–CIO, CLC. Cases 32–CA–10503 and 32–RC–2758

December 14, 1990

DECISION, ORDER, AND DIRECTION OF THIRD ELECTION

BY MEMBERS DEVANEY, OVIATT, AND RAUDABAUGH

On January 31, 1990, Administrative Law Judge David G. Heilbrun issued the attached decision. The Respondent filed exceptions and a supporting brief.

The Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings[1] and conclusions,[2] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Charles G. Watts, Inc. d/b/a Cream of the Crop, Huron, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[Direction of Third Election omitted from publication.]

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] Member Oviatt notes that President Watts admitted that he told the employees at the May 30, 1989 meeting, following an employee's inquiry why there had been no fall crop in 1988, that the carrot grower was hesitant to plant because he knew the Respondent was having union problems.

Ariel L. Sotolongo, Esq., for the General Counsel.
Terrence R. O'Connor, Esq. (Dressler & Quesenbery), of Salinas, California, for the Respondent.
Fritz Conle, of Salinas, California, for the Union.

DECISION

STATEMENT OF THE CASE

DAVID G. HEILBRUN, Administrative Law Judge. These consolidated cases were tried at Fresno, California, November 16, 1989. The charge in Case 32–CA–10503 was filed by Fresh Fruit & Vegetable Workers, Local 78-B, United Food & Commercial Workers International Union, AFL–CIO, CLC (the Union or Petitioner), on August 3, 1989, and the complaint was issued August 28, 1989, with an order consolidating cases and requested reference of the associated representation proceeding, Case 32–RC–2758, to the Board. The primary issue in the complaint case is whether Charles G. Watts, Inc. d/b/a Cream of the Crop (Respondent), as the Employer and by his agents, verbally interfered with, restrained, and coerced employees in the exercise of rights guaranteed them in Section 7 of the Act.

In the representation case, a petition was filed by the Union on June 30, 1988, and an election pursuant to Stipulated Election Agreement was conducted August 12, 1988. Of approximately 114 eligible voters, 35 votes were cast for Petitioner and 58 were cast against. The 13 challenged ballots resulting from this election were not sufficient in number to affect its results. Petitioner then filed timely objections, in the course of investigation of which the parties entered into a Stipulation on Objections approved by the Regional Director on November 7, 1988. This Stipulation on Objections (1) recited that the timely objections under consideration raised substantial and material issues with respect to the election, (2) declared the election a nullity with its results to be set aside, and (3) established mid-1989 as the time that a new election be conducted.

Ultimately this new election was conducted July 17, 1989, and of approximately 110 eligible voters, 36 votes were cast for Petitioner and 67 were cast against. The two challenged ballots resulting from this rerun election were not sufficient in number to affect its results. Petitioner again filed timely objections, upon which the Regional Director issued a Report and Recommendation on Objections dated August 28, 1989, in which the order for consolidation of the CA and RC cases for purposes of hearing was contained. The Regional Director's report and recommendation concluded that Petitioner's evidence in support of its objections raised substantial and material issues of fact with respect to certain of the objections, which could best be resolved through hearing. The particular objections so viewed were those set forth below as originally numbered:

> 1. On or about May 30, 1989, owner Charlie Watts, before a meeting of employees, implied that employees would lose work opportunities in the event of a union election win, by stating that in the previous year the growers had not planted carrots in the fall because of the union.
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> 2. On or about May 30, 1989, employer agent Rosa Gonzales, before a meeting of employees, threatened that employees would lose work opportunities in the event of a union election win, by stating that in the previous year the growers had not planted carrots in the fall because of the union, and that this year it would depend on what happened with the union.
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> 3. On or about July 11, 1989, employer agent Rosa Gonzales, before a meeting of employees, threatened the employees would lose work opportunities in the event of a union election win, by stating that in the previous year the growers had not planted carrots in the fall because of the union, and that this year there there [sic] would be no work in November if the union won the election.
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> 6. On or about July 13, 14, and 15, 1989, employer agents interrogated employees by distributing buttons marked ''No'' and asking employees if they would wear them.

7. On or about July 11, 1989, employer agent Rosa Gonzalez interrogated an employee by, in the presence of owner Charlie Watts and other employer supervisors, questioning the employee regarding her attendance of union meetings and other protected, concerted activities.

On the entire record, including my observation of the demeanor of witnesses, and after consideration of briefs filed by General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a California corporation with an office and place of business in Huron, California, is engaged in the packing, shipping, and nonretail sale of carrots, annually in the course and conduct of such business operations selling and shipping goods or providing services valued in excess of $50,000 directly to customers located outside the State of California. On these admitted facts I find that Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and as further admitted that the Union, as Charging Party in Case 32–CA–10503 and as Petitioner in Case 32–RC–2758, is a labor organization within the meaning of Section 2(5).

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Evidence*

Respondent seasonally operates a packing shed to handle the carrot crops of those growers with whom it contracts. In 1988 only a single summer crop was processed at the packing shed, and the basic production and maintenance unit of more than 100 employees, comprising packers, palletizers, forklift operators, loaders, and general laborers, experienced layoff until late spring 1989.

Full seasonal operations for 1989 began around May 30, 1989, and for the occasion Charlie Watts, an owner of Respondent, spoke to all assembled employees at the premises.[1] The native language of most employees is Spanish, which Watts does not speak. He believed at the time from prior sentiments expressed by the main work force that a ''consensus'' existed for packer Rosa Gonzales to be a ''shop steward''-type spokesperson for group or individual complaints arising at the workplace. As with many of the employees, Gonzales had worked the prior summer, but she in particular was bilingual in Spanish and English. Watts made known that he wanted Gonzales to serve as his translator, in fulfillment of his intention to extend welcoming greetings to the employees for the new season, state the wages he would be paying, and propose an hourly rate augmentation in exchange for discontinuance of group insurance benefits. The meeting lasted approximately 30 minutes, with the first 5 minutes devoted to Watts' planned remarks and the remaining 25 minutes devoted to the answering of general questions, via Gonzales, about work-related matters.

When the new election date of July 17 approached, Respondent engaged Jose Agraz to be a labor consultant on its behalf in advance of the rerun. In this connection a meeting of all assembled employees was held at the packing shed on approximately July 10. At this gathering Watts positioned himself on a catwalk above the level where the employees stood, while Agraz was on a lower level in front and Gonzales was randomly situated among her coworkers, off to one side but only about 25 feet from Watts. On this occasion Watts' remarks, and resultant question-answer exchanges, were translated by Agraz, who is fluent in Spanish.

The issues present in this consolidated proceeding relate to what was spoken at the two group meetings of May and July, plus an alleged side remark during the July meeting held with employees prior to the rerun election. In this sense the alleged unfair labor practice conduct of Respondent constitutes the same episodes as are the basis for those enumerated objections found by the Regional Director to warrant resolution in this consolidated proceeding.[2] Further, and in this context, Petitioner relied on General Counsel's presentation of evidence concerning allegations of the complaint in support of its several remaining objections under consideration.

General Counsel's first witness was Rene Cardenas, a sorter employed during both past seasons. She testified that in May Watts had introduced Gonzales as his ''representative and interpreter,'' and from Cardenas' limited fluency in English coupled with her native fluency in Spanish she could detect that Gonzales did not translate Watts' statements with exactness. Cardenas asserted that when Watts spoke of problems at the shed, Gonzales translated this into a Spanish statement that problems at the Company were present because of the Union. She further testified that when Watts stated, in English, how prospective growers had been ''shy'' about planting a winter carrot crop, Gonzales translated this to say that a lack of a winter crop which would have permitted a packing season in December 1988 occurred because of the Union.

Ninfa Castaneda testified by a Spanish interpreter that she was a packing shed worker who had been employed during both past seasons. She recalled being present with all other employees inside the shed on the first day of the 1989 season where Watts spoke to the group by Gonzales interpreting his remarks. Castaneda testified that Gonzales' statements in Spanish were that a carrot run had not been done the previous December because of union problems and that this year things would all depend on the Union, because it was still suing the Company. She further recalled Gonzales' statement that a new planting of carrots would all depend on the Company winning an election.

Teresa Orozco testified by interpreter that she was a packing shed worker mostly assigned to sorting of carrots and had worked both past seasons. She testified that Gonzales' interpretation of Watts speaking in English was that if the Union came in growers would not want to plant carrots, which had been the reason no crop was available late the previous year. She recalled Gonzales referring to a new election to be scheduled during the working season about to begin, and saying that a new ''run'' of carrots would all depend on employees themselves should they vote for the Union.

[1] All dates and named months hereafter are in 1989, unless indicated otherwise.

[2] At the conclusion of its independent presentation, Petitioner moved for dismissal of its Objection 6, and the motion was granted. This procedural change harmonized with earlier action in which General Counsel's motion to withdraw par. 6(b) as originally contained in the complaint was granted.

Antonia Sandoval testified by interpreter that she was a packing shed worker who had also been employed both of the the past seasons. As present at the assembled meeting on or about May 30 she understood Watts ''appointed'' Gonzales to be his representative for translation purposes. Sandoval testified to Gonzales saying that no work had been available the preceding December when carrot growers did not plant because of the Company's union problem, including their being sued.

Sandoval also testified that during a small group meeting of employees held by Watts with Gonzales translating, an employee named Sara asked Gonzales how she should vote. Gonzales claimed response to this, without translating the question for Watts, was that Sara should consider what advantages the Union had described in any meeting with employees that Sandoval might have attended. Sandoval recalled further that Gonzales appeared to demand of Sara some disclosure of whether Sara had ever talked with the Union, however Sandoval could not affirm that Watts, who was always present, comprehended the episode.

For Respondent, Watts testified that his Company uses an individual to find and contract with carrot growers to produce the needed crop. Watts came to understand from this individual, and general knowledge within agricultural circles of the vicinity, that carrot growers were apprehensive about contracting with a packer involved with what was viewed as labor problems. For this reason the acreage necessary to a suitable late 1988 winter crop of carrots could not be lined up, except for one grower potentially willing to commit 300 acres for a winter crop. As summer 1988 progressed this grower delayed the midsummer planting, but immediately after the election hurriedly planted the full available acreage in carrots. Watts testified that a late summer heatwave burnt the young crop, and at that point the growing season was too late for a replanting.

Watts asserted that it was this background which he attempted to communicate during welcoming and informative remarks made to assembled employees on the first day of the 1989 packing season. He testified that it was here he proposed that Gonzales serve as his interpreter for the meeting, and communicator of any general problems that might arise during the season. He recalled questions from employees about what he termed the ''fall deal,'' which he believed Gonzales was explaining as he understood it. Also employees had asked him what the consequence would be of the Union winning a new election, and Watts testified that he said this would make no difference in regard to the jobs of employees or operations at the packing shed.

Watts testified about the preelection meeting held on or about July 10 with Agraz present as Respondent's labor consultant. This preelection meeting began around 10 a.m. and was a presentation to the entire assembled work force in order to inform them of the company position concerning the election about to occur. Watts recalled Gonzales standing off to the side as he spoke and Agraz interpreted, however she raised no questions nor did he observe her interpreting his remarks voluntarily among coworkers. Watts testified that the only statement about a late 1989 working season arose in the same manner, and was answered in the same way, as had been the case at the season's opening meeting of May 30. Watts denied that Gonzales had ever represented the Company in any official way, or performed out of the ordinary except to be thought of as a potential communicator of employee complaints and the translator of Watts' season opening remarks because of her bilingual abilities.

Richard Pena was a bilingual witness called by Respondent, testifying that he had worked the two past seasons as a forklift driver in 1988 and a pallet stacker for the 1989 operations. He testified that while present at the assembled meeting of employees on May 30 he had not heard Gonzales make any statement about future employment at the Company depending on whether the Union won or lost the rerun election to be held. Pena had sufficient fluency in English to assert that Watts' remarks at that meeting were confined to welcoming, discussion of wages and an insurance trade off, plus reference to carrot growers having delayed their season in 1988. Pena was also at the preelection meeting of approximately July 10, and testified that on this occasion Gonzales made no translation of her own concerning what Watts had to say.

Esteven Ramirez was called as a witness by Respondent and testified by interpreter that he had worked two seasons at the packing shed. He recalled being present at the assembled meeting of employees on May 30, and that remarks of Watts as translated by Gonzales were to the effect that should the Union win the rerun election to be conducted it would not affect the entitlement of employees to keep on working. Ramirez added his understanding that Gonzales was identified by Watts as being an appropriate spokesperson should employees have any questions or complaints to communicate to him during the working season. Ramirez recalled a second meeting of employees, remembering mostly that a man had done the translating for Watts.

Respondent's final witness was Gonzales, who testified that she has worked both past seasons primarily as a packer. She recalled being asked on several occasions over these 2 years to be a translator for Watts in communicating with employees. Gonzales distinguished this service from being some kind of company representative, which she asserted was never made as an appointment. Her testimony did not touch on the group meeting on May 30, and as to the preelection meeting in July she testified merely that Agraz had done translating for the many questions that arose. Her testimony also did not touch on any episode at this time involving a person named Sara.

B. *Analysis*

1. Introduction

This case turns on verbalisms alone, those made at the meetings held during 1989 including a fair implication of what was communicated to the respective employee group. A critical question as to the first meeting necessarily becomes what Gonzales spoke in Spanish and not Watts' words in English, which have not been effectively testified to as violative by any witness of General Counsel. Thus it is only by meaning given in the Spanish language, and correctly comprehended by listeners, that the allegations of threats and interrogation may be resolved.

The related question is whether Gonzales became an agent of Respondent by the mere fact of her designation. First reference here is to Section 2(13) of the Act, reading as follows:

> In determining whether any person is acting as an ''agent'' of another person so as to make such other person responsible for his acts, the question of whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling.

2. Agency

Apparent authority is created through a manifestation by the principal to third parties that supplies a reasonable basis for the latter to believe that the principal has authorized the alleged agent to do the acts in question. *NLRB v. Donkin's Inn, Inc*., 532 F.2d 138, 141 (9th Cir. 1976); *Alliance Rubber Co*., 286 NLRB 645 fn. 4 (1987). Thus, either the principal must intend to cause third persons to believe that the agent is authorized to act for him, or the principal should realize that this conduct is likely to create such belief. Restatement 2d, *Agency* Section 8. Two conditions, therefore, must be satisfied before apparent authority is deemed created: (1) there must be some manifestation by the principal to third parties, and (2) the third parties must believe that the extent of the authority granted to the agent encompasses the contemplated activity.

In *Waterbed World*, 286 NLRB 425 (1987), the Board wrote more directly that its test of agency status was whether, under all the circumstances, and citing *Einhorn Enterprises*, 279 NLRB 576 (1986), and *Community Cash Stores*, 238 NLRB 265 (1978), employees ''would reasonably believe that the employee in question (alleged agent) was reflecting company policy and speaking and acting for management.''[3]

In contrast to facts of this case the Board has held there was insufficient evidence to establish agency status when an employer had only given permission for a person to meet on company time and premises in order to undertake solicitation activities. *NAB Construction Corp*., 258 NLRB 670, 672–673 (1981). However where an employer appropriately designates an individual to interpret matters which concern terms and conditions of employment to bilingual coworkers this is a seemingly sufficient basis on which to find the statutory definition for an agent has been met. In *Midessa Construction Co*., 290 NLRB 269 (1988), the employer respondent regularly communicated with such of its employees who could not converse in English by utilizing services of their bilingual coworkers, and there was testimony that such was ''the standard method of communication.'' From that the Board adopted language to the effect that such a situation, ''made the employee-interpreter its [employer's] agent for the purpose of such communication.'' While not as strong a fact situation here, the evidence shows not only that Respondent called on Gonzales more than once for group translation purposes, but also that she was identified as a person who was available on a continuing basis for the transmission of employee complaints. I find from this on the authority of *Midessa* that Gonzales acquired the status of Respondent's agent when she spoke with assembled employees on May 30. To hold otherwise would permit an employer the luxury of creating the setting for unlawful expression to employees, while escaping any liability for what its appointee actually conveys. It is, after all, a matter of mental comprehension that determines the significance of verbalisms, and this comprehension arises from whatever formal language is actually used. Accord: *Ella Industries*, 295 NLRB 976 (1989).

3. Credibility

I credit Cardenas as a witness whose testimony was sufficiently candid-seeming, consistent, and based on alert recollection of what was heard in two languages. To this extent I am satisfied that Gonzales departed from the more innocuous characterizations of Watts, and placed her own emphasis in course of the Spanish translation on May 30. In the process she plainly enough conveyed to the assembled listeners, most of whom had exclusive or principal comprehension faculties in Spanish, that their past and potential loss of a second growing season hinged on their support for the Union. In this process Gonzales made no known distinction between what Respondent could influence respecting its potential growers, and what was outside its control.

I cannot credit General Counsel witnesses Castaneda, Orozco, or Sandoval. In each case they were confusedly hesitant, uncertain of expression after allowing for the interpreting process, recantive, and admitting of poor memories as to actual remarks.

I was unimpressed with Respondent witnesses Pena and Ramirez, neither of whom displayed a settled inclination to accurately recount what they had heard. In both cases these witnesses were uncertain and shifting as to their testimony, and on general demeanor grounds I discredit them.

4. Holding

The assembled meeting of employees of May 30 resulted in a direct threat to them that presence of a petitioning union at their workplace was detrimental to job prospects, and their support for this prospective collective representation would deprive them of winter season employment.

While chief authority figure Watts did not go beyond setting the context and alluding to his problem(s) as an employer, he effectively commissioned Gonzales to interpret his remarks and is bound by her version as given in a language he does not understand. This is necessarily a consequence in industries where a predominant non-English-speaking work force is utilized. Gonzales' words, as uttered in a fully authoritative role, were directly coercive in violation of Section 8(a)(1). See *Ebon Research Systems*, 290 NLRB 751 (1988); *Palmas Del Mar Co*., 277 NLRB 71, 81–82 (1985).

This holding does not extend to the second or preelection meeting of assembled employees, for Cardenas, the only witness of General Counsel who I find credible, does not attribute comparable remarks to Gonzales at this time, nor to Agraz who admittedly translated freely on the occasion. As to the incident of a ''Sara'' person, which again Gonzales did not testify about, I find Sandoval's uncontradicted testimony does not establish anything more than innocuous crosstalk between coworkers, which in this case is neither actionable nor attributable to Respondent.

It is significant that Gonzales did not deny what was attributed to her. In *General Teamsters Local 959*, 248 NLRB 693 (1980), the Board held that ''specificity of testimony is certainly a legitimate factor that may be weighed in evaluating the relative strength and probability of conflicting ver-

[3] I deny the motion to amend complaint as made in General Counsel's brief. The theory advanced was not in any way suggested during hearing, and was not a fully litigated matter as to permit introduction now.

sions of events.'' Here I necessarily draw an inference adverse to Respondent from the prominent fact that Gonzales was not asked her own summary version of what the several witnesses had described with such difficulty. Once a single witness arguably described the coercive impact of Gonzales' translation in Spanish, it would have been most natural to make an attempt were the ability present to draw out her denial. Accord: *Lemon Drop Inn*, 269 NLRB 1007, 1011 (1984).

Respondent argues that remarks at issue were not unlawful because made in ''honest response to a direct question'' coming from employees. The contention is associated to holdings in *Jeffco Mfg. Co.*, 211 NLRB 787 (1974) and *Continental Kitchen Corp.*, 246 NLRB 611 (1979). I do not believe *Jeffco* supports Respondent's argument. It was a unique fact situation based on a structured ''Speak Up'' invitation to employees for written ''complaints, comments, and questions to management.'' As to *Continental Kitchen*, the case opinion essentially does not support the point for which cited; that of merely replying, even honestly, to an unprompted question by an employee. Accordingly, I find that, as to May 30 only, paragraph 6(a)(1) has been convincingly supported by competent proof.

CONCLUSIONS OF LAW

1. Charles G. Watts, Inc. d/b/a Cream of the Crop is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Fresh Fruit & Vegetable Workers, Local 78-B, United Food & Commercial Workers International Union, AFL–CIO, CLC is a labor organization within the meaning of Section 2(5) of the Act.

3. By threatening employees on May 30 that they would lose employment opportunities if they selected the Union as their collective-bargaining representative, Respondent violated Section 8(a)(1) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I find it necessary to order that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

III. THE REPRESENTATION CASE

The Union's objections to conduct affecting outcome of an election essentially paralleled the 8(a)(1) conduct of which Respondent is accused. Since merit is completely found in one such allegation, Objection 2 is sustained on the basis of probative evidence in the case taken as a whole. *Dal-Tex Optical Co.*, 137 NLRB 1782 (1962). This is in accord with the Board's usual policy of directing a new election whenever unfair labor practices occur during the critical period because ''[c]onduct violative of Section 8(a)(1) is, a fortiori, conduct which interferes with the exercise of a free and untrammeled choice in an election.'' *Dal-Tex*, supra at 1786. The only recognized exception to this policy is discussed in *Superior Thrift Markets*, 233 NLRB 409 (1977), when it is virtually impossible to conclude that such conduct could have affected results of the election based on a consideration of ''the number of violations, their severity, the extent of dissemination, the size of the unit, and other relevant factors.'' Here, the circumstances clearly warrants setting aside the second or ''rerun'' election.

Disposition

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

ORDER

The Respondent, Charles G. Watts, Inc. d/b/a Cream of the Crop, Huron, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening employees with loss of employment opportunities if the Union becomes their collective-bargaining representative.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its facility in Huron, California, copies of the attached notice marked ''Appendix.''[5] Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by Respondent's authorized representative, shall be posted by the Respondent immediately on receipt and maintained for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted.[6] Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent has taken to comply.

IT IS FURTHER ORDERED that the second election of July 17, 1989, be set aside, and a new rerun election conducted at such time and under such circumstances as the Regional Director shall deem appropriate.

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

[6] In view of the number of Respondent's employees who are Spanish-speaking, the notice to be posted shall be in Spanish as well as English. See *Sun World, Inc.*, 271 NLRB 49 (1984).

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten you with loss of employment opportunities if Fresh Fruit & Vegetable Workers, Local 78-B, United Food & Commercial Workers International Union, AFL–CIO, CLC becomes your collective-bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

CHARLES G. WATTS, INC. D/B/A CREAM OF THE CROP